

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL NO. DNCW3:18CV000186
	)	(Financial Litigation Unit)
	)	
DONALD M. BROWN, JR.	)	
Defendant.	)	

**COMPLAINT**

The United States of America, by and through its undersigned counsel, for its cause of action against Defendant states the following:

1. Plaintiff is the United States of America ("United States") and this Court has jurisdiction over the subject matter of this action by virtue of 28 U.S.C. § 1345. This is a debt collection action pursuant to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3001 *et seq.*

2. Defendant, Donald M. Brown, Jr., is a resident of the City of Charlotte, Mecklenburg County, North Carolina, residing within the jurisdiction of this Court in the Western District of North Carolina.

3. Defendant is not in military service within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended by the Service Members' Civil Relief Act of 2003.

4. Defendant executed a promissory note to secure a loan from the Department of Education. The loan proceeds were disbursed to or on behalf of Defendant. Defendant has defaulted on the obligation to repay the loan(s). Pursuant to 34 C.F.R. § 685.202(b), unpaid interest was capitalized and added to the principal balance.

5. Defendant is indebted to Plaintiff in the principal amount of \$25,593.02, plus interest on this principal computed at the applicable note rate in the amount of \$23,889.02 as of January 10, 2018, and interest thereafter on this principal at the applicable note rate from this date until the date of judgment.

6. A copy of the Certificate of Indebtedness establishing the basis for Defendant's liability for this debt and a copy of the Promissory Note signed by Defendant is attached to this Complaint as Exhibit A and incorporated by reference.

7. Demand has been made upon Defendant by Plaintiff for the total amount owed but Defendant has failed to pay same.

Wherefore, Plaintiff prays for judgment against Defendant for the total amount of \$49,482.14 as of January 10, 2018, plus interest from the filing of this complaint to the date of judgment, the costs of this action and such other and further relief to which Plaintiff may be entitled in law or equity. Plaintiff further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment be at the legal rate until paid in full.

This April 11, 2018.

R. ANDREW MURRAY  
UNITED STATES ATTORNEY  
WESTERN DISTRICT OF NORTH CAROLINA

**s/Tiffany Mallory Moore**  
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U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

DONALD M BROWN  
AKA DONALD M BROWN, JR

Account No.XXXXXX3040

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/10/18.

On or about 03/04/91, the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from SALLIE MAE, MERRIFIELD, VA. This loan was disbursed for \$31,161.67 on 04/19/91 at 10.0 % interest per annum. The loan obligation was guaranteed by GREAT LAKES HIGHER EDUCATION CORPORATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$7,532.11 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 12/07/04, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$26,331.83 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 09/03/2013, assigned its right and title to the loan to the Department.

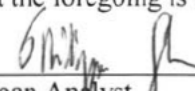
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$25,593.02
Interest:	\$23,889.12
Total debt as of 01/10/18:	\$49,482.14

Interest accrues on the principal shown here at the rate of \$7.01 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2-7-18

  
Loan Analyst  
Litigation Support Unit

Philippe Gullion  
Loan Analyst

Government Exhibit A

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**CASE END OCT**

NO CUT

Date: AUG 07 2013

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